REMARKS

The June 1, 2004 Office Action has been reviewed and its contents carefully noted. Reconsideration of this case is respectfully requested. Claims 1 to 34 are now pending and under examination.

New claims 26-34 have been added to further clarify the amounts of the components comprising the adhesive composition to be used in practicing the present invention. Support for this amendment may be found *inter alia* in the specification, as originally filed, on page 6, Table 1, page 7, ¶0021 and page 15, Table 3. Accordingly, no new matter has been added.

Rejection Under the Doctrine of Obviousness Type Double Patenting

Claims 1-25 have been rejected under the judicially created doctrine of non-statutory and obviousness-type double patenting as being unpatentable over claims 1-23 of U.S. Patent No. 6,706,789 (parent to the instant application).

In the interests of expediting prosecution, and without conceding that these rejections have merit, Applicants submit herewith a Terminal Disclaimer to the parent '789 patent. Accordingly, favorable reconsideration and withdrawal of both these rejections are respectfully requested.

Rejections Under 35 U.S.C. § 112

Claims 1-25 were rejected under 35 U.S.C. §112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. Specifically, the Examiner contends that the recitation: "effective

amounts and proportions" is considered indefinite because that recitation fails to suggest a definite range of amounts and proportions. Applicants respectfully traverse the rejection.

Applicants submit that the recitation in claim 1 of "effective amounts and proportions" is not indefinite because one of ordinary skill in the art, after reading the specification, would understand very well, the subject matter being claimed. Moreover, defining the amount of an ingredient as an "effective" amount is expressly permitted by the M.P.E.P.

M.P.E.P. § 2173.05(c) provides:

> The more recent cases have tended to accept a limitation such as 'an effective amount' as being definite when read in light of the supporting disclosure and in the absence of any prior art which would give rise to uncertainty about the scope of the claim.

Not only is the language "effective amount" permitted by the M.P.E.P., it is commonly included in the claims in thousands of patents issued by the U.S. Patent Office. A search of the USPTO patent database on August 24, 2004 for patents (located at www.uspto.gov) containing the phrase "effective amount" in the claims yields a result of over 76,000 patents. Furthermore, the parent, U.S. Patent No. 6,706,789, contains the phrase "effective amounts and proportions" in claim 1. Therefore, because of the support and explanation of amounts and proportions of the various claimed substances in the specification of the present application, along with the embracing of the phrase "effective amount" in the M.P.E.P and recent case law, as well as documented wide spread use of the phrase in issued patents, Applicants submit that use of the phrase "effective amounts and proportions" does not render the claims indefinite.

Accordingly, Applicants respectfully submit that one of ordinary skill in the art, when reading the present application, would understand the amounts denoted by the recitation

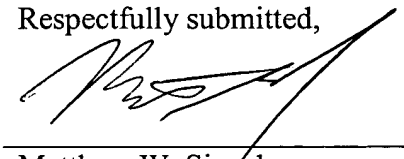
"effective amounts and proportions", in view of the specification of the present application. Accordingly, Applicants respectfully submit that claim 1, and claims 2-25 depending ultimately therefrom, are not indefinite, and Applicants respectfully request that the Examiner withdraw the rejection to claims 1-25 under 35 U.S.C. § 112, second paragraph.

CONCLUSION

Applicants respectfully submit that the rejections have been overcome and that claims 1 – 34 are in condition for allowance. If any issue exists which would prevent the Examiner from issuing an immediate Notice of Allowance, the Examiner is respectfully requested to telephone the undersigned in an effort to resolve any outstanding issues. Early and favorable action is earnestly solicited.

No fee is deemed necessary in connection with the filing of this Amendment, other than the statutory disclaimer fee, payment of which is authorized in the accompanying fee transmittal sheet. However, if any fee is due the amount of any required fees may be charged to Deposit Account No. 19-4709.

Respectfully submitted,



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